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Attorneys for Plaintiff
 SCHLUMBERGER WATER SERVICES
 USA, INC.

IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA
 RENO DIVISION

SCHLUMBERGER WATER
 SERVICES USA, INC.,

Plaintiffs,

v.

ALTA DRILLING INTERNATIONAL LLC,

Defendants.

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Civil Action No. 3:13-cv-0414

DEFAULT JUDGMENT

Before the Court is the Second Motion for Default Judgment filed by Plaintiff,
 Schlumberger Water Services USA, Inc. ("Schlumberger"). Defendant, Alta Drilling

1 International LLC ("Defendant") was served with the summons and Complaint (Doc.
2 No. 1), and the return of service has been on file for more than ten days. Defendant
3 has wholly failed to answer or appear in this case.
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5 In its Complaint, Schlumberger alleges that it contracted with the Defendant
6 whereby Schlumberger would furnish equipment and materials to Defendant and to
7 perform services to be used in connection with Defendant's oil and gas operations.
8 Schlumberger performed all of its obligations under the contracts with Defendant and
9 the Defendant accepted the equipment, materials, labor and services without
10 rejection and became bound to pay Schlumberger the agreed upon and designated
11 charges. Defendant failed and wrongfully refused to pay the amount due under the
12 invoices for the equipment and materials furnished and labor and services performed
13 by Schlumberger. The total amount due and owing from Defendant to Schlumberger
14 is \$269,936.68. Schlumberger alleges that Defendant has committed, inter alia, (1)
15 breach of contract; and (2) quantum meruit.
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18 This Court having found the allegations in the Complaint sufficient to support
19 Schlumberger's claims for breach of contract and quantum meruit, concludes that
20 Schlumberger is entitled to the relief requested in its pleadings. Accordingly, it is
21 hereby:
22

23 **ORDERED** that Schlumberger's Motion for Default Judgment is **GRANTED**
24 and final default judgment is entered in favor of Schlumberger against Defendant for
25 the following amounts:

- 26 (a) \$269,936.68 in actual damages;
27 (b) \$600.00 costs of court;
28

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- 2 (c) \$ 9,913.71 in attorney's fees and costs;
- 3 (e) \$48,588.60 for the 18% contractual penalty for failing to timely
- 4 pay the Invoices; and
- 5 (f) Post-judgment interest at the highest rate permitted by law,
- 6 applied to all amounts awarded herein and beginning to accrue
- 7 on the date of entry of final judgment.

8 **THIS IS A FINAL JUDGMENT.**

9 DATED this 20th day of February, 2014

10 

11 District Court Judge

12 Submitted by:

13 John F. Murtha, Esq.
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15 6100 Neil Road, Suite 500
16 Reno, Nevada 89511

17 Attorneys for Plaintiff
18 Schlumberger Water Services USA, Inc.

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